

**ADDENDUM NO. 1**

**MAY 6, 2015**

**SEGUIN, TEXAS**

**IH 10 UTILITY ADJUSTMENTS**

**TRC ENGINEERS, INC.**

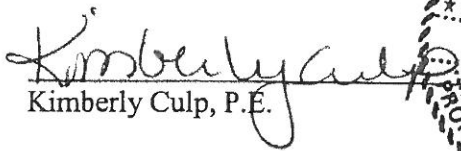
**T.B.P.E. FIRM REGISTRATION # F-8632  
505 EAST HUNTLAND DRIVE, SUITE 250  
AUSTIN, TEXAS 78752**

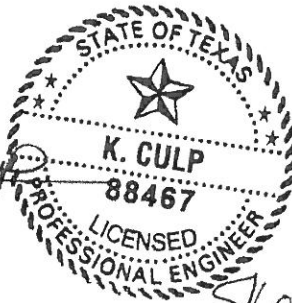
BID DATE: May 19, 2015  
BID TIME: 2:30 P.M. (CDST)  
LOCATION: City Hall, Seguin, Texas

The following additions and changes are hereby made a part of the Plans and Specifications for Project No. 231778:

1. Reference the plans, delete Sheet 4 and 7 of 16 in their entirety and replace with the attached new drawings.
2. Reference the specifications, Section P – PROPOSAL. Delete this section in its entirety and replace with the attached Section P – PROPOSAL.
3. Reference the specifications, Section B – SPECIAL INSTRUCTIONS. Delete both sections in their entirety and replace with the attached Section B – SPECIAL INSTRUCTIONS.
4. End this Addendum No. 1, May 6, 2015.

TRC Engineers, Inc.

  
Kimberly Culp, P.E.



5/6/15

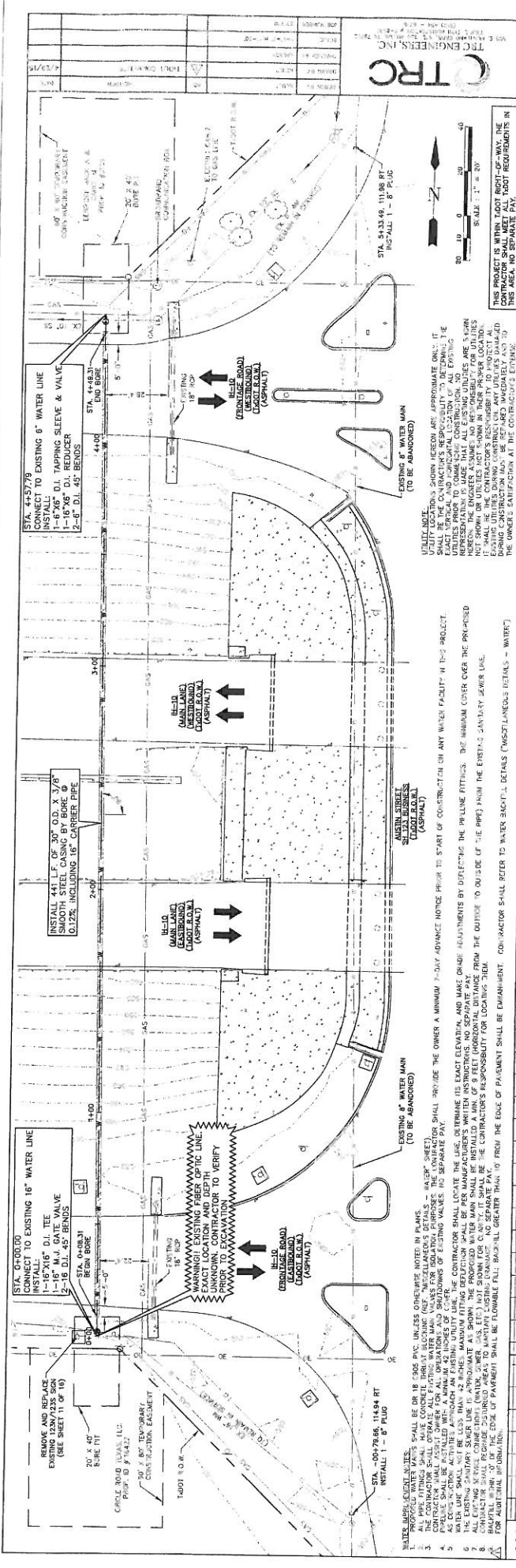
The Contractor shall acknowledge receipt of this Addendum on the face of the sealed envelope in which he submits his bid, in the space provided in the proposal and by signing this Addendum and attaching it to his bid proposal.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date



**TRC**  
 THE ENGINEERS, INC.  
 1000 E. 12TH STREET, SUITE 100  
 SEGUN, TEXAS 78155-1000  
 PHONE: 361-233-1111  
 FAX: 361-233-1112  
 WWW.TRENGR.COM



THIS PROJECT IS WITHIN TIGHT BUILT-UP WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ADJUSTMENTS PRIOR TO CONSTRUCTION. THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.

UTILITY NOTE:  
 EXISTING LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTING LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ADJUSTMENTS PRIOR TO CONSTRUCTION. THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.

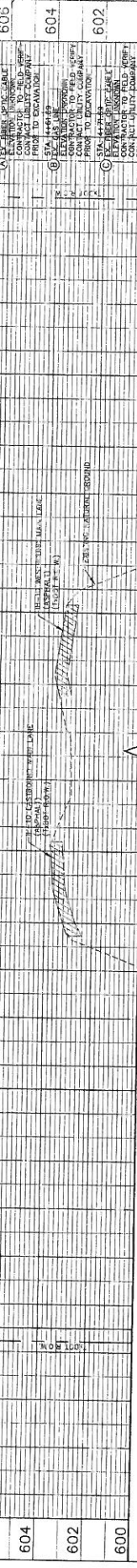
MAIN STREET (ASPHALT)  
 (TO BE ABANDONED)

MAIN STREET (ASPHALT)  
 (TO BE ABANDONED)

MAIN STREET (ASPHALT)  
 (TO BE ABANDONED)

MAIN STREET (ASPHALT)  
 (TO BE ABANDONED)

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MAIN STREET (ASPHALT)  
 (TO BE ABANDONED)

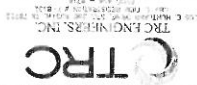
MAIN STREET (ASPHALT)  
 (TO BE ABANDONED)

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 (TO BE ABANDONED)

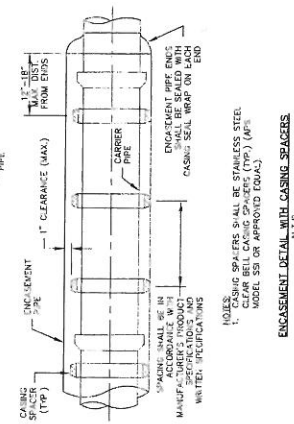
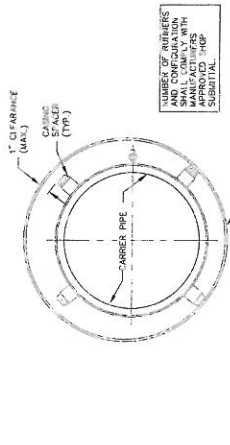
MAIN STREET (ASPHALT)  
 (TO BE ABANDONED)

MAIN STREET (ASPHALT)  
 (TO BE ABANDONED)

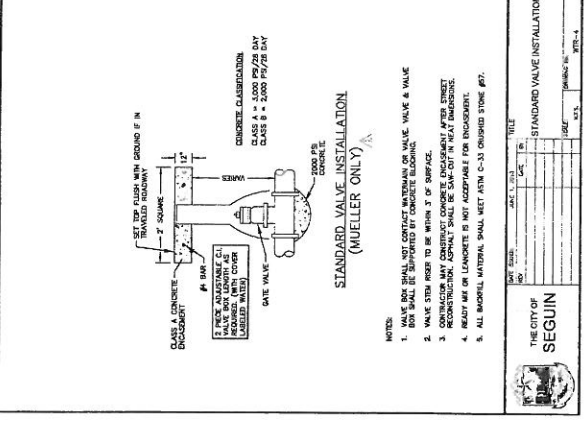
DATE	1/2/15
BY	W. J. B.
CHECKED BY	W. J. B.
SCALE	AS SHOWN
PROJECT	1-10 UTILITY ADJUSTMENTS
LOCATION	SEGUIN, TEXAS
DATE	1/2/15



# SEGUIN, TEXAS 1-10 UTILITY ADJUSTMENTS MISCELLANEOUS DETAILS - WATER



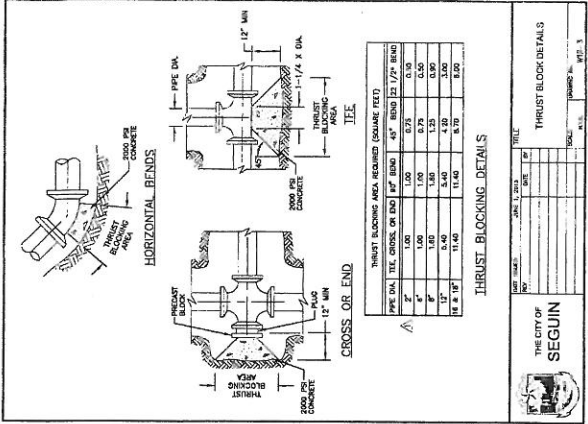
ENCASMENT DETAIL WITH CASING SPACERS  
N.T.S.



## STANDARD VALVE INSTALLATION (MUELLER ONLY)

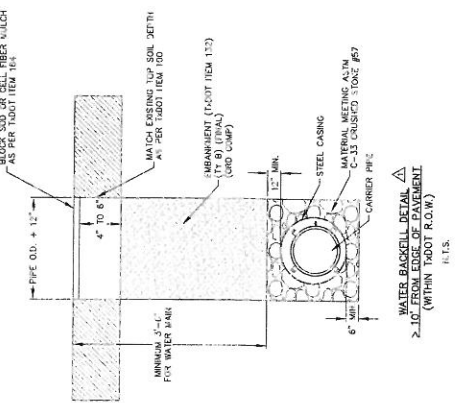
1. VALVE SHALL BE INSTALLED WITHIN VALVE & VALVE
2. VALVE SETBACK SHALL BE WITHIN 2" OF SURFACE.
3. CONTRACTOR SHALL CONSTRUCT CONCRETE ENCASMENT AFTER STREET
4. CONCRETE SHALL BE 2000 PSI/28 DAY
5. ALL MATERIAL SHALL MEET WITH C-15 GROUPED TYPE #27.

ITEM	QTY	UNIT	PRICE
1	1	EA	100.00
2	1	EA	100.00
3	1	EA	100.00
4	1	EA	100.00
5	1	EA	100.00
TOTAL	5	EA	500.00

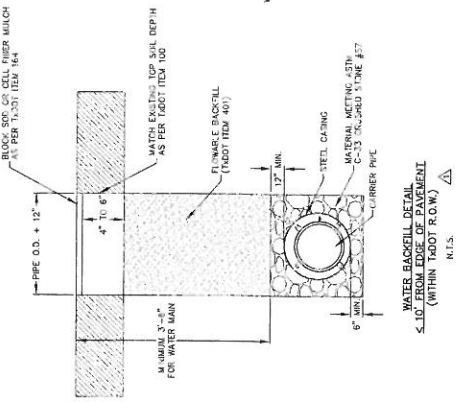


PIPE DIA.	TEE OR END	THRUST BLOCKING AREA REQUIRED (SQUARE FEET)
12"	1.00	1.00
18"	1.00	1.00
24"	1.00	1.00
30"	1.00	1.00
36"	1.00	1.00
42"	1.00	1.00
48"	1.00	1.00
54"	1.00	1.00
60"	1.00	1.00
66"	1.00	1.00
72"	1.00	1.00
78"	1.00	1.00
84"	1.00	1.00
90"	1.00	1.00
96"	1.00	1.00
102"	1.00	1.00
108"	1.00	1.00
114"	1.00	1.00
120"	1.00	1.00
126"	1.00	1.00
132"	1.00	1.00
138"	1.00	1.00
144"	1.00	1.00
150"	1.00	1.00
156"	1.00	1.00
162"	1.00	1.00
168"	1.00	1.00
174"	1.00	1.00
180"	1.00	1.00
186"	1.00	1.00
192"	1.00	1.00
198"	1.00	1.00
204"	1.00	1.00
210"	1.00	1.00
216"	1.00	1.00
222"	1.00	1.00
228"	1.00	1.00
234"	1.00	1.00
240"	1.00	1.00
246"	1.00	1.00
252"	1.00	1.00
258"	1.00	1.00
264"	1.00	1.00
270"	1.00	1.00
276"	1.00	1.00
282"	1.00	1.00
288"	1.00	1.00
294"	1.00	1.00
300"	1.00	1.00

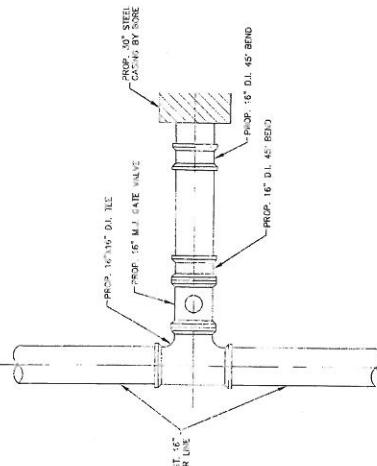
ITEM	QTY	UNIT	PRICE
1	1	EA	100.00
2	1	EA	100.00
3	1	EA	100.00
4	1	EA	100.00
5	1	EA	100.00
TOTAL	5	EA	500.00



WATER BACKFILL DETAIL  
2'-10" FROM EDGE OF PAVEMENT  
(WITHIN TADOT R.O.W.)  
N.T.S.



WATER BACKFILL DETAIL  
5'-10" FROM EDGE OF PAVEMENT  
(WITHIN TADOT R.O.W.)  
N.T.S.



DETAIL "A"  
N.T.S.

DETAIL "B"  
N.T.S.

**SEGUIN, TEXAS**  
**IH-10 UTILITY ADJUSTMENTS**

DATE: \_\_\_\_\_

Gentlemen:

Having carefully examined the Instructions to Bidders, the General Conditions of the Contract, and Detailed Plans and Specifications, the undersigned Bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all the work this refers to, for the construction of all items listed at the prices shown for each item on the following bid schedule.

The bid schedule attached lists the various divisions of construction contemplated in the Plans and Specifications. Bid prices must be shown in Words and Figures for each item listed in the Proposal, and in the event of a discrepancy, the words shall control.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_

All the various phases of work enumerated in the detailed specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the bid schedule, irrespective of whether it is named in said list.

Bidder agrees to perform all of the work listed in the proposal and as described in the specifications and shown on the plans, for the following unit prices:



**PROPOSAL I**  
**IH-10 UTILITY ADJUSTMENTS**  
**SANITARY SEWER**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
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For furnishing and installing 24" PS 115 (ASTM F679) Sewer Pipe, including bypass pumping with all appurtenances (if required), complete in place, for the following depths of cut including mandatory gravel bedding, mechanical compaction and backfill:

P.I.1.      21              L.F.              From (6' - 8') cut, for the sum of

\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$              ), per Linear Foot      \$ \_\_\_\_\_

P.I.2.      716              L.F.              From (8' -10') cut, for the sum of

\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$              ), per Linear Foot      \$ \_\_\_\_\_

P.I.3.      4              EA.              For furnishing and installing all materials and equipment to construct 5' Diameter standard 6' Depth Manholes, at locations shown as shown on the Plans, complete in place, for the sum of

\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$              ), per Each              \$ \_\_\_\_\_

**PROPOSAL I**  
**IH-10 UTILITY ADJUSTMENTS**  
**SANITARY SEWER**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
-------------	-----------------	------	--	-----------------

P.I.4.	15	V.F.	For furnishing all materials, labor and equipment to construct Extra Depth to all standard 5' Diameter Manholes, complete in place, for the sum of	
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\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Vertical Foot      \$ \_\_\_\_\_

P.I.5.	2	EA.	For connection of existing sewer line to proposed manhole, regardless of size, at locations shown as shown on the Plans, complete in place, for the sum of	
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\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Each      \$ \_\_\_\_\_

P.I.6.	716	L.F.	For furnishing all materials, labor and equipment for pavement repair for proposed sewer line complete in place, as detailed, for the sum of	
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\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Linear Foot      \$ \_\_\_\_\_

**PROPOSAL I**  
**IH-10 UTILITY ADJUSTMENTS**  
**SANITARY SEWER**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
P.I.7.	737	L.F.	For furnishing and installing OSHA required trench excavation protection on all sewer lines, complete in place, for the sum of  _____  _____ Dollars  _____ Cents  (\$            ), per Linear Foot      \$ _____	
P.I.8.	737	L.F.	For furnishing all materials, labor and equipment to video the proposed sanitary sewer and provide to the City on DVD, for the sum of  _____  _____ Dollars  _____ Cents  (\$            ), per Linear Foot      \$ _____	
P.I.9.	3	EA.	For furnishing all materials, labor and equipment to remove existing manhole cover, grade rings, cone and first manhole ring (per detail in Plans) and replace and backfill the existing manhole cover, grade rings and cone, at locations shown as shown on the Plans, complete in place, for the sum of  _____  _____ Dollars  _____ Cents  (\$            ), per Each      \$ _____	

**PROPOSAL I**  
**IH-10 UTILITY ADJUSTMENTS**  
**SANITARY SEWER**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
P.I.10.	699	L.F.	For furnishing all labor, materials and equipment required to cap and clean existing lines (marked as to be abandoned), as indicated on the plans, including all appurtenances, complete in place, for the sum of  _____ _____ _____ Dollars _____ Cents  (\$            ), per Linear Foot        \$ _____	
P.I.11.	356	L.F.	For furnishing and installing silt fence at the location of the proposed sanitary sewer installation, including maintenance and removal, complete in place, for the sum of  _____ _____ Dollars _____ Cents  (\$            ), per Linear Foot        \$ _____	
P.I.12.	1,092	S.Y	For furnishing and installing seeding (hydro-mulching) Bermuda grass at the location of the proposed sanitary sewer installation, for erosion control, as detailed and directed, at locations shown on the Plans, complete in place, for the sum of  _____ _____ Dollars _____ Cents  (\$            ), per Square Yard        \$ _____	

**PROPOSAL I**  
**IH-10 UTILITY ADJUSTMENTS**  
**SANITARY SEWER**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
-------------	-----------------	------	--	-----------------

P.I.13.	1	L.S.	For furnishing all labor, materials, supervision and equipment necessary to provide complete topographical survey in Texas State Plane Coordinate System NAD 83 (93), South Central Zone, information for the site improvements of the proposed sanitary sewer (existing manholes (abandoned) and proposed manholes) and provide as-built drawings for all new structures and changes made during construction, for the sum of	
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\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Lump Sum \$ \_\_\_\_\_

P.I.14.	1	L.S.	For furnishing all materials, supervision and equipment necessary for a Traffic Control Plan at the location of the proposed sanitary sewer installation, for the sum of	
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\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Lump Sum \$ \_\_\_\_\_

**PROPOSAL I**  
**IH-10 UTILITY ADJUSTMENTS**  
**SANITARY SEWER**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
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P.I.15.	1	L.S.	For preparation and maintenance of Storm Water Pollution Prevention Plan (SWP3), at the location of the proposed sanitary sewer installation, including all reports and records, all pollution control devices and measures necessary to maintain and complete the SWP3 plan that are not a separate bid item (including installation, maintenance and removal of such items as required), costs for the Contractor's Notice of Intent application fee costs for the annual Water Quality fee, Costs for personnel to inspect the SWP3's protective measures, costs for all pollution control measures that may be required outside the right-of-way or easement area such as construction staging areas, preparation and submittal of Notice of Termination, submittal of Notice of Change letter (if required), and all other requirements found in the TPDES General Permit No. TXR 150000, for the sum of	
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\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Lump Sum \$ \_\_\_\_\_

**TOTAL PROPOSAL I**

**(Summation of Items P.I.1. thru P.I.15.)**

**\$ \_\_\_\_\_**



**PROPOSAL II**  
**IH-10 UTILITY ADJUSTMENTS**  
**WATER LINE**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
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For furnishing all labor, materials, equipment and superintendence for the proposed new water mains and services:

P.II.1.      441            L.F.            For furnishing and installing 30" O.D. x 3/8" wall smooth steel casing by BORE including 16" DR 18 C905 PVC carrier pipe, complete in place, for the sum of

\_\_\_\_\_ Dollars  
 \_\_\_\_\_ Cents  
 (\$            ), per Linear Foot      \$ \_\_\_\_\_

P.II. 2.      1            EA.            For furnishing and installing 16" AWWA C515 Resilient Seat Gate Valves to include **meg-a-lug glands**, complete in place, for the sum of

\_\_\_\_\_ Dollars  
 \_\_\_\_\_ Cents  
 (\$            ), per Each              \$ \_\_\_\_\_

**PROPOSAL II**  
**IH-10 UTILITY ADJUSTMENTS**  
**WATER LINE**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
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P.II.3.	1.00	Ton	For furnishing and installing ductile iron compact main line fittings for the proposed water lines to include <b><u>meg-a-lug glands</u></b> , complete in place, for the sum of	
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\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Ton                      \$ \_\_\_\_\_

P.II.4.	1	EA.	For furnishing and installing 6"x6" Tapping Sleeve and Valve for the proposed water lines to include <b><u>meg-a-lug glands</u></b> , complete in place, for the sum of	
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\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Each                      \$ \_\_\_\_\_

P.II.5.	1	EA.	For furnishing all materials, labor and equipment for connection of the proposed water main to the existing 16" water main, at locations shown as shown on the Plans, complete in place, for the sum of	
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\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Each                      \$ \_\_\_\_\_

**PROPOSAL II**  
**IH-10 UTILITY ADJUSTMENTS**  
**WATER LINE**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
P.II.6.	1	EA.	For furnishing all materials, labor and equipment for connection of the proposed water main to the existing 6" water main, at locations shown as shown on the Plans, complete in place, for the sum of  _____ _____ _____ Dollars _____ Cents  (\$        ), per Each        \$ _____	
P.II.7.	613	L.F.	For furnishing and installing 2-sack sand-cement GROUT <b>pumped</b> into existing 8" water line to be abandoned, complete in place, for the sum of  _____ _____ Dollars _____ Cents  (\$        ), per Linear Foot        \$ _____	
P.II.8.	1	EA.	For furnishing all material, labor and equipment to remove and replace existing signs, complete in place, for the sum of  _____ _____ Dollars _____ Cents  (\$        ), per Each        \$ _____	

**PROPOSAL II**  
**IH-10 UTILITY ADJUSTMENTS**  
**WATER LINE**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
P.II.9.	30	L.F.	For furnishing and installing rock berms, at the location of the proposed water line installation, including maintenance and removal, complete in place, for the sum of  _____ _____ _____ Dollars _____ Cents (\$        ), per Linear Foot        \$ _____	
P.II.10.	215	L.F.	For furnishing and installing silt fence, at the location of the proposed water line installation, including maintenance and removal, complete in place, for the sum of  _____ _____ _____ Dollars _____ Cents (\$        ), per Linear Foot        \$ _____	
P.II.11.	1,110	S.Y	For furnishing and installing seeding (hydro-mulching) Bermuda grass, at the location of the proposed water line installation, for erosion control, as detailed and directed, at locations shown on the Plans, complete in place, for the sum of  _____ _____ _____ Dollars _____ Cents (\$        ), per Square Yard        \$ _____	

**PROPOSAL II**  
**IH-10 UTILITY ADJUSTMENTS**  
**WATER LINE**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
-------------	-----------------	------	--	-----------------

P.II.12.	1	L.S.	For furnishing all labor, materials, supervision and equipment necessary to provide complete topographical survey in Texas State Plane Coordinate System NAD 83 (93), South Central Zone, information for the site improvements at the proposed water line installation (proposed valves, top of casing at each end) and provide as-built drawings for all new structures and changes made during construction, for the sum of	
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\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Lump Sum      \$ \_\_\_\_\_

P.II.13.	1	L.S.	For furnishing all materials, supervision and equipment necessary for a Traffic Control Plan, at the location of the proposed water line installation, for the sum of	
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\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Lump Sum      \$ \_\_\_\_\_

**PROPOSAL II**  
**IH-10 UTILITY ADJUSTMENTS**  
**WATER LINE**

Item No.	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
-------------	-----------------	------	--	-----------------

P.II.14.	1	L.S.	For preparation and maintenance of Storm Water Pollution Prevention Plan (SWP3) at the location of the proposed water line installation including all reports and records, all pollution control devices and measures necessary to maintain and complete the SWP3 plan that are not a separate bid item (including installation, maintenance and removal of such items as required), costs for the Contractor's Notice of Intent application fee costs for the annual Water Quality fee, Costs for personnel to inspect the SWP3's protective measures, costs for all pollution control measures that may be required outside the right-of-way or easement area such as construction staging areas, preparation and submittal of Notice of Termination, submittal of Notice of Change letter (if required), and all other requirements found in the TPDES General Permit No. TXR 150000, for the sum of	
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\_\_\_\_\_

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(\$ \_\_\_\_\_), per Lump Sum \$ \_\_\_\_\_

**TOTAL PROPOSAL II** \$ \_\_\_\_\_  
**(Summation of Items P.II.1. thru P.II.14.)**

**TOTAL PROPOSALS I & II** \$ \_\_\_\_\_



The above prices shall include all labor, materials, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications to the satisfaction of the Engineer.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered in the above bid, and that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

The Contractor agrees to complete the project on which he has bid, as specified and shown on the plans, within 75 consecutive calendar days as provided in the General Conditions of the Agreement.

## EXPERIENCE RECORD

The Contractor shall list in the spaces provided below, similar projects of equal or greater dollar amount that have been installed and are in operation within the past five (5) years. Separate sheets may be attached.

No.	Location	Description (Size, Type, Length)	Contact Person Phone Number	Date of Installation
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: \_\_\_\_\_ Date Organized: \_\_\_\_\_

Address: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Number of years in contracting business under present name: \_\_\_\_\_

List Names of Owners, Partners, or shareholders: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracts on hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: \_\_\_\_\_.

Have you ever failed to complete any work awarded to you? \_\_\_\_\_.

Have you ever defaulted on a contract? \_\_\_\_\_.

List the more important projects recently completed by your firm (be sure to include project of similar importance):

<u>Project</u>	<u>Amount</u>	<u>Month / Year Completed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for this contract:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Credit Available: \$ \_\_\_\_\_

Bank reference and bank officer: \_\_\_\_\_

\_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the \_\_\_\_\_ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By: \_\_\_\_\_

Title: \_\_\_\_\_

***The Owner reserves the right to delete any bid items or portions thereof. If the Owner elects to delete any portions of the PROJECT from the contract, then the contract can be awarded on that basis.***

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid. Upon issuance of notice to proceed, a mutually agreed upon start date will be determined.

Enclosed with this proposal is a Certified Check for:

\_\_\_\_\_ Dollars(\$ \_\_\_\_\_)  
or a Proposal(Bid) Bond in the sum of:

5% of Bid Amount \_\_\_\_\_ Dollars(\$ 5% of Bid Amount)

which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within ninety (90) days after bids are received and the undersigned fails to execute the contract and the required bond for the Owner within fifteen (15) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon request.

\_\_\_\_\_(Contractor)

By: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**SECTION B**  
**SPECIAL INSTRUCTIONS**

**B.1. SCOPE OF PROJECT**

Principle items of construction will include:

**Installation of approximately 747 L.F. of open cut 24" gravity sewer main with all necessary appurtenances at Huber Road, under IH-10.**

**Installation of approximately 441 L.F. of 16" water main with steel casing under IH-10, approximately 150 feet west of Austin Street (SH 123 Business) with all necessary appurtenances and connections.**

**B.2. PROPOSALS AND METHOD OF BIDDING**

The proposal consists of various major items of work. Bidders will provide prices for each item in the proposal. The prices will be entered in the appropriate spaces in both script and figures. Should the Bidder have costs for any incidental work where a bid item does not occur, the costs of such work will be reflected in the unit costs of the bid items in the proposal. No separate payment will be made for any work other than those items occurring in the proposal.

At the time of proposal submittal, bidders will provide a Contractor Work Plan, which details the approach and scope of the work to be performed. The Contractor Work Plan shall include a proposed schedule for completion of all work to be performed.

Bidders are hereby notified of the number of calendar days for completion of the project in Article B.65. of this section.

Bidders shall bid all items in the proposal.

**B.3. OBLIGATION OF BIDDER**

Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, construction to be projected, disposal sites for surplus materials not designated to be salvaged materials, and as to method of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to his bid. It is the bidder's responsibility to ensure proper scaling, paper width and length, etc. when printing drawings from [www.civcastusa.com](http://www.civcastusa.com).



B.4. RECEIPT AND OPENING OF BIDS

Sealed proposals will be received at the Seguin City Hall, 205 North River, Seguin, Texas 78156, until **2:30 P.M. May 19, 2015 (CDST)** for the IH-10 Utility Adjustment project. Any bid received after closing time will be returned unopened.

The bids will be publicly opened and read aloud at the Seguin City Hall at 3:00 p.m. Proposals should be submitted to the Office of the City Manager in an envelope no smaller than 8 1/2" x 11" and clearly marked in the lower left hand corner:

**IH-10 UTILITY ADJUSTMENTS**

**Bid Package No. TF-2015-27**

**To be opened at 3:00 p.m., Tuesday, May 19, 2015**

B.5. BID SECURITY

Each bid must be accompanied by cash, certified check of the Bidder or a bid bond, duly executed by the Bidder as principal and having as surety thereto a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within ten days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Any cash, check or bid bond is a guarantee that the Bidder will enter into a Contract and execute performance and payment bonds on the forms provided, within ten (10) days after the award of Contract to him. Failure to execute these documents within the required time shall be justification for the Owner to consider this a forfeiture of the security by the Bidder to the Owner.

B.6. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The Owner may request a list of recent projects of equal difficulty and size that the low bidder has performed. Bidders hereby agree to supply such a list prior to award upon request of the Owner. Quantity or proportionate share of the project to be performed by subcontractors not on the prime contractor's payroll will be considered by the Owner.

The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work therein.

Bidders may be required to submit evidence that they have a practical knowledge of the particular Work bid upon, and that they have the financial resources to complete the proposed Work.

In determining the Bidder's qualifications, the following factors will be considered: Work previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate personnel and equipment to do the Work properly and expeditiously, (c) has the financial resources to meet all obligations incidental to the Work, and (d) has appropriate technical experience.

Each Bidder's claim history may be reviewed in the evaluation of the bid. The Bidder may be required to show that he has handled former work so that no just claims are pending against such work. No bid will be accepted from a Bidder who is engaged on any work which would impair his ability to perform or finance his Work.

B.7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the construction of the project within the number of calendar days proposed on the last sheet of the proposal, or pay as liquidated damages the sum for each consecutive calendar day thereafter as hereinafter provided in the General Information.

B.8. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of the Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions included herein. The successful Bidder receiving the award of a contract shall furnish a Performance Bond and a Payment Bond each in the amount of 100% of the contract price, with a surety company holding a permit from the State of Texas to act as Surety, as required by the most recent State of Texas requirements, as amended. The Surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

B.9. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney

B.10. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

B.11. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a Contract under this Contract must be acceptable to the Owner and Engineer.

The Bidder shall provide a list of all major subcontractors and vendors with his bid on the forms provided. Failure to provide may constitute a rejection of the bid.

B.12. FINANCING AND PAYMENTS

Payment requests from the contractor to the owner will be made on a frequency of once a month. Payments will be made to the Contractor by the Owner on the 10<sup>th</sup> or 25<sup>th</sup> of each month, depending on receipt of the payment request. The following procedure shall be fulfilled:

1. The Contractor and Inspector or the Engineer will measure and agree to the quantities of materials installed the previous month.
2. Notifications will be made to the Engineer's office by letter or forms as to quantities, stations or percentages completed the previous month. This notification must be in the Engineer's office two weeks before the City payment (26<sup>th</sup> or 11<sup>th</sup> of each month).
3. The Engineer will check substantial data for partial payment and prepare a partial payment letter and recommendation to Owner for payment.
4. Upon approval by Owner of submittal data from Engineer, payment will be made on the 10<sup>th</sup> or 25<sup>th</sup> of the month.

B.13. METHOD OF AWARD

An award will be made to only one Contractor. The award may be made for the lowest base bid or the lowest base bid including alternate bid item(s), if applicable.

The Owner reserves the right to waive informalities, to reject any or all bids, and to accept the bid most advantageous to the public interest. The right is also reserved to increase or decrease the total proposal amount by 25%, by increasing or decreasing quantities if the total proposal exceeds or is below the funds available. The right is also reserved to eliminate any item(s) in the proposal.

B.14. ENGINEER

The word "Engineer" as used herein refers to TRC Engineers, Inc., 505 East Huntland Drive, Suite 250, Austin, Texas 78752, (512) 454-8716.

B.15. TRAFFIC CONTROL

The Contractor will be responsible for furnishing and using all barricades, warning lights, signs, etc. necessary to protect his work and maintain traffic flow satisfactory **to the Owner, Engineer and TxDOT**. Warning devices shall be as required in the Texas

Manual on Uniform Traffic Control Devices. Construction shall be scheduled to cause the least amount of disruption to traffic. All work scheduling shall be coordinated with the City staff, and be approved by the City staff before work can proceed. All costs for traffic control shall be included in bid item P.23. (SECTION P – PROPOSAL).

Traffic Control details provided in the plans are to show a minimum expectation required by the Contractor and may not cover all specific construction means and methods proposed by the Contractor. Traffic Control plans shall be presented for approval by the Owner and Engineer by the Contractor. All plans shall be sealed by a professional engineer registered in the State of Texas. The Owner or Engineer may require additional warning devices be installed at any time on the project to address health and safety issues at no additional cost to the Owner.

B.16. OWNERSHIP OF PROJECT

Until final acceptance of the total project by the Owner and Engineer, the Contractor shall take full responsibility for the welfare of the partially completed work. Damage to the Contractor's work from any cause shall be repaired at the Contractor's expense.

B.17. REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS

The Contractor shall repair or replace all existing utilities, water mains, fences, concrete walls, sidewalks, concrete curbs and concrete pavement, signs, culverts, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the Contractor due to his operations on this project, to a condition equal to or better than their condition before construction, at no additional expense to the Owner. No direct payment will be made for this item.

B.18. MAINTENANCE GUARANTEE

The Contractor shall maintain and guarantee the work which he does against defective workmanship and materials for a period of one (1) year from the date of final acceptance of the work by the Owner.

Prior to the expiration of the one (1) year warranty period, the City will conduct a thorough inspection of the improvements to verify the integrity of the project. This inspection will include visual examination of the improvements and may include other inspection techniques to verify the integrity of the improvements.

Where defective workmanship and/or materials are discovered, requiring repairs to be made under this guarantee, all such repair work shall be done by the Contractor at his own expense within five (5) days after written notice of such defect has been given to him by the Owner. Should the Contractor fail to repair such defective workmanship and/or materials within five (5) days after being notified, the Owner may make the necessary repairs and charge the Contractor with the actual cost of all labor and materials required.

The Contractor shall arrange to have his faithful performance bond run for a period of one (1) year after the date of final acceptance of the work by the Owner, to cover his guarantee as set forth above.

B.19. CLEAN-UP

The Contractor shall at all times keep the jobsite as free from all material, debris, and rubbish as is practicable and shall remove same from any portion of the job site when it becomes objectionable in the opinion of the Owner and Engineer.

After construction work is completed and before final acceptance of improvements by Owner, Contractor shall remove all debris from site of project, including all existing debris to an approved place of disposal. Temporary structures, forms, equipment, objectionable rocks, concrete and other debris shall be removed in such manner as to leave the site of work in a neat and presentable condition throughout; and restore in an acceptable manner all property damaged in the progress of this work.

No direct payment will be made for clean-up.

Materials cleared from project shall not be deposited on adjacent public or private property without written permissions of the Owner's thereof filed with Engineer; and any materials so deposited shall be leveled and left in a condition satisfactory to the Owner.

B.20. EXCAVATION

Excavation in this Contract shall be unclassified. There is no separate pay item under this Contract for excavation and its cost shall be included in such pay items as are provided in the Contract and proposal.

B.21. AFFIDAVIT OF BILLS PAID

Upon completion of the project and final acceptance by the Owner and Engineer, the Contractor shall be required to furnish the Owner with an Affidavit and final lien waiver certifying that all suppliers and subcontractors have been paid, before final payment will be made by Owner.

B.22. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. Every request for such interpretation should be submitted twenty-four (24) hours prior to bid opening through [www.civcastusa.com](http://www.civcastusa.com) in the Q&A portal. All addenda issued will be posted on [www.civcastusa.com](http://www.civcastusa.com). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. It is the Bidder's responsibility to check the website for any updates. All addenda shall become part of the contract documents.

B.23. EXISTING UTILITIES

Existing surface and subsurface structures (gas mains, water mains, sewer mains, storm sewers, telephone cables, sprinkler systems, etc.) are shown on the plans if their location has been determined, but it shall be the responsibility of the Contractor to avoid damaging these existing structures whether or not they are shown on the plans. The Owner and Engineer assume no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure to show these structures will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever. If any structure is damaged by the Contractor it shall be his responsibility to repair the damage at his own expense and restore the structure to its functional use.

Contractor shall locate and determine (verify if depth is shown on plans) elevation of all existing underground utilities a minimum of 500 feet ahead of trenching. If a utility is found to be in conflict with proposed grades, the Engineer shall be contacted and grades adjusted to avoid conflict. **No separate pay.**

The Contractor shall call the applicable "Call before you dig" hotline for the state in which the project is located to have all underground utilities marked before beginning any excavation or other activity that may conflict with buried structures.

B.24. RECORD DRAWINGS

The Contractor will be furnished one (1) set of plans on which he shall indicate changes made during construction. All notes and comments necessary to give a clear conception of exactly how all items were constructed including location shall be shown. Any changes in location shall be accurately verified by measurement or survey (to be performed at the Contractor's expense). This set of plans shall be reviewed with the Engineer at the completion of the project and returned to the Engineer at that time.

B.25. PRECONSTRUCTION CONFERENCE

After award and execution of a contract between the Owner and Contractor, a formal preconstruction conference will be held in City Hall prior to commencement of the work.

This conference will include review of technical specifications in order to insure clarity as to the type of construction machinery to be used, construction methods to be used, and materials to be used, obligations of both the Contractor and the City forces, personnel, safety, issues/requirements, permitting requirements, payment requests, construction scheduling, surveying, progress meetings, control of the project, guaranty/warranty, and the method of inspection and decision-making to be used during this project.



B.26. BEDDING

The project includes the installation of gravel bedding for the construction of the sewer gravity mains. The requirement for the bedding method shall be as follows:

Gravel Bedding - An approved gravel bedding material shall be brought up by hand backfilling equally on each side of the pipe and extend from a point six (6") inches below the pipe to a height of 12 inches over the top of the pipe. The initial lift of the gravel bedding material shall be placed on the trench floor and then shaped and compacted mechanically to insure that the sewer pipe is evenly supported along its entire length.

B.27. ORDER OF CONSTRUCTION/WORKING HOURS

The Contractor shall submit to the Engineer prior to the preconstruction conference a construction schedule which shall meet the Engineer's approval before construction can begin.

Generally, the Contractor shall perform all construction activities between 8:00 a.m. to 5:00 p.m., Monday through Friday only. However, the Contractor may be allowed to work weekends and holidays upon the Owner's written approval. Contractor shall be responsible for paying all costs, fees, etc. related to Owner representatives during hours on weekends, holidays, and outside 8:00 am to 5:00 p.m. Requests must be received from the Contractor a minimum of 48 hours in advance of work outside that as stated above.

The Contractor shall keep the Owner and the Owner's Engineer informed as to his construction progress. Because of traffic congestion, the contractor may be required to schedule construction in some areas between the hours of 6:00 p.m. and 7:00 a.m. if the City staff or Engineer determines it to be necessary. Contractor will be required to perform work in a fashion that will cause the least amount of inconvenience to the general public.

The Contractor will be required to totally complete portions of the project prior to proceeding with other portions. The Contractor shall submit to the Engineer prior to the preconstruction conference a construction schedule which shall meet the Engineers approval before construction can begin. All work scheduling shall be coordinated with City staff and approved by City staff before work can proceed. The Contractor will be required to have someone on call 24 hours per day during the course of the project.

The following requirements shall apply to all construction areas:

1. All activities shall remain within existing Right-Of-Way or easements.

B.28. LABOR FORCE

The Contractor may bring his superintendent, foreman, sub-foreman, machine operators, and sufficient key men to round his organization. All other skilled and unskilled labor used on the work when qualified, fit, and available, shall be obtained first from residents within the city where this project is located.

The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the rates legally prescribed.

The Contractor shall maintain his superintendent or foreman onsite for the duration of the project. Subcontractor employees shall not be considered the superintendent or foreman onsite.

B.29. CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR PERFORMANCE OF WORK

It is expressly understood and agreed to by the Contractor that, regardless of the extent of inspection and supervision provided by the Owner and the Engineer, it is the Contractor's responsibility to perform and complete work in accordance with the drawings and specifications, and that the Owner and Engineer have no liability or responsibility whatever to the Contractor for any work performed by the Contractor which is not in accordance with the drawings and specifications regardless of the time when discovered and whether discovered at any time during the course of construction or after acceptance of the work.

The Engineer shall inform the Contractor of any work that is not in accordance with the drawings and specifications when it becomes known to him. If any work is performed which is not in accordance with the drawings and specifications and is not discovered until a later time, neither the Owner nor the Engineer shall have any responsibility to the Contractor, or be liable to the Contractor for the correction or removal of unsatisfactory work or of any work subsequently performed or affected by it. The correction or removal of such unsatisfactory work and the replacement with satisfactory work shall be performed by the Contractor at this own expense, and is understood to be fully included in his contract requirements, without any additional compensation or claims upon the Owner or Engineer.

B.30. NOTIFICATION OF CONSTRUCTION PROGRESS

Contractor shall keep Engineer and Owner fully advised and informed at all times with respect to the progress of the Services and the results obtained there from. Without limitation of the generality of the immediately preceding sentence, Contractor shall furnish verbal reports to Owner as requested but no less than on a weekly basis specifying the days spent and Work accomplished by Contractor since the preceding report; and promptly notify Owner in writing of all accidents, claims (including, without limitation, asserted liens, and other encumbrances), and losses arising out of or in connection with the Services.

The Contractor shall give the Owner and Engineer 48 hours notice for inspection of any subsurface activity.

If work is delayed or behind schedule, the Contractor shall submit additional progress reports at such intervals as the Owner and Engineer may request. Each progress report shall include sufficient description of current and anticipated delaying factors, their effect on the construction schedule, and proposed actions that the Contractor will take to complete the project within the time allotted. If considered necessary, the Owner or Engineer will schedule additional meetings to discuss progress with the Contractor.

B.31. CHANGE OF LOCATION

No change in the alignment is contemplated; however, should a change be necessary, the Owner reserves the right to make such changes; unless it can be clearly shown that such changes would result in an undue hardship on the Contractor, no extra compensation will be allowed the Contractor.

B.32. SEARCHING FOR EXISTING UTILITIES

Existing water mains, sewer mains, storm sewer mains, services, etc. may be difficult to locate. The approximate location of these facilities has been shown on the plans ("EXISTING UTILITIES" above), and City forces with budget constraints have not produced exact locations. The Contractor will be required to excavate and locate these facilities, and to conduct such investigations as necessary to perform the work contemplated on the plans. The Owner will provide liaison with property owners and the limited information it has concerning existing locations, sizes, materials, etc., but any delays or investigations required of the Contractor shall be deemed incidental to the project. **No separate payment will be made.** No machine time will be provided by the Owner in this regard. Service connections will not be located in the field and have not been shown on the plans. It shall be the Contractor's responsibility to verify location of these prior to construction.

B.33. SALVAGE RIGHTS

Old valves, appurtenances of any kind, street paving materials, etc., excavated, removed, or produced during the project by the Contractor shall be delivered to the Owner's yard, if desired by the Owner. No separate payment will be made.

If the Owner desires not to keep these materials, they shall be disposed of properly and according to current laws. The City of Seguin does not have an active landfill.

B.34. DISPOSAL OF EXCAVATED MATERIALS

All excavated materials not used in backfilling will be disposed of by the Contractor at a site obtained by the Contractor and approved by the Owner. Disposal of excavated materials shall be in accordance with all rules and regulations of the Texas Commission on Environmental Quality (TCEQ). Any pieces of material such as broken concrete, asphalt, or pipe measuring twelve inches (12") or larger in any dimension, shall be

disposed of by the Contractor at an approved landfill or as directed by the Owner. Spoil areas shall be leveled with a motor grader for future mowing. The Contractor shall include in his bid the cost to dispose of the materials.

All trees, stumps, slashings, brush, or other debris removed from the site as a preliminary to the construction shall be removed from the property and disposed of in a manner approved by the Engineer and Owner.

#### B.35. SUBMITTAL DATA

##### Submittal Procedure:

1. The Contractor shall furnish Submittals for any and all such parts of the work and equipment as set forth in the specifications and indicated on the plans. The procedures for review of the submittals shall be as follows:
  - a. The Contractor shall submit to the Engineer for his review, four (4) prints of drawings, plus whatever number of prints the Contractor desires to be returned himself. The submitted prints shall be accompanied by a letter of transmittal, in duplicate of drawings, titles, and other requirements. The letter of transmittal shall be of the form supplied by or approved by the Engineer.
  - b. When a drawing is satisfactory to the Engineer, the number of prints the Contractor desires returned to him will be stamped or marked, "Approved as Corrected" or "Approved as Submitted", will be dated, and will be returned to the Contractor by letter.
  - c. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit", or "Rejected", and will return one (1) or more copies thereof to the Contractor with the necessary corrections and changes indicated. The Contractor must make such corrections and changes, and again submit at least four (4) prints of the drawings for approval. The Contractor shall revise and resubmit the working drawings, as required by the Engineer, until satisfactory review thereof is obtained.
  - d. The Contractor shall allow sufficient time for preliminary review, correction, and resubmission, and final review of all working (shop) drawings. The Contract should allow not less than fourteen (14) days for each review. Drawings of items critical to job progress, when requested in writing by the Contractor, will be given priority review.

##### Submittal Format:

1. Submittals shall be printed on heavy, first quality paper, 8-1/2" x 11" size with standard 3-hole punching. Drawings and diagrams shall be reduced to 8-1/2" x 11" or 11" x 17".
2. All materials and equipment submitted for review shall meet the following criteria: Each sheet of descriptive literature submitted shall be marked by the Contractor to identify the material or equipment as follows:

- a. Equipment and materials descriptive literature and drawings shall show the specification paragraph for which the equipment applies, and shall list equipment tag numbers applicable.
- b. Submittal sheets or drawings showing more than the particular item under consideration shall have crossed out all but the pertinent description of the item for which review is requested.
- c. Equipment and materials descriptive literature not readily cross referenced with the drawings or specifications shall be identified by a suitable notation.

**Submittal Content:**

1. The submittals shall show that all requirements of the specification section have been met. The submittals shall contain the following information as applicable:
  - a. Equipment, function, normal operating characteristics, and limiting conditions.
  - b. Assembly, installation, alignment, adjustment, and checking instructions.
  - c. Outline, cross-section, and assembly drawings; engineering data; and wiring diagrams.
  - d. Test data and performance curves, where applicable.
  - e. The operational and maintenance manual for the equipment item and/or system as designated in Table 1 below, or as required elsewhere within these specifications shall be submitted.

**TABLE 1. SUBMITTAL AND O & M SUMMARY**

<b>Item Description</b>	<b>Submittal Required</b>	<b>O&amp;M Manual Required</b>	<b>Working Drawing Required</b>	<b>O&amp;M Instructions Required</b>
Protective Coating System (manholes)	X	X		
Bedding/Backfill Materials	X			
Manholes	X			
Hydromulch	X			
Casing/Spacers	X			
Piping (Water, Sanitary Sewer)	X			
Valves	X	X		X
Trench Safety Plan	X			
NOI and SW3P	X			
All Survey Data, Etc.	X			
Record Site Photographs and Video Prior to Construction	X			

- f. Working Drawings:
- i. Items for which workings drawings are required, include but are not limited to, the non-equipment items listed in Table 1, and as set forth elsewhere within these specifications.
  - ii. The drawings shall be numbered consecutively and shall accurately and distinctly present the following:
    - a). All working and erection dimensions.
    - b). Arrangement and sectional views.
    - c). Necessary details, including complete information for making connections between functional parts.
    - d). Kinds of materials and finishes.
    - e). Parts list and description thereof.
  - iii. Each drawing shall be dated and shall bear the name of the project, names of equipment or materials, and the location where the equipment or materials are to be installed in the project. The Engineer may decline to consider any working drawings, which do not contain complete data on the work and full information on related matters.
  - iv. If working drawings show departures from the contract requirements, the Contractor shall make specific mention thereof in a letter attached to the submittal form; otherwise, review of such submittals will not constitute acceptance of the departure.
  - v. No Work called for by working drawings shall be initiated until the said drawings have been accepted by the Engineer.

B.36. SANITARY FACILITIES

The Contractor shall provide chemical toilet facilities for the use of his forces. Adequacy of these facilities will be subject to the approval of the Engineer and maintenance of same must be satisfactory to the Engineer at all times. Contractor shall provide a maintenance schedule to the Owner for approval.

B.37. WITHDRAWAL OF BIDS

Contractors may withdraw their bid at any time until the specified closing time for acceptance of bids. After the specified time, no bid may be withdrawn for a period of thirty (30) days or until a contract is awarded, whichever occurs first.

B.38. SUB-SURFACE CONDITIONS

It shall be the responsibility of the Contractor to satisfy himself as to the soil conditions and nature and type of geological formations in and through which this project will be constructed, and to make appropriate allowances in the proposal he submits for doing the work. Such information as may be obtained from the test borings and accompanying notations shown on the plans is merely for the guidance of the Contractor and is not to be



construed in any manner as a guarantee by the Owner that such conditions of sub-surface strata are infallible.

B.39. STAKING FOR CONSTRUCTION

**The Contractor will provide all construction staking services for the project.** The cost of these services will be reflected in the unit price amount bid in the proposal. **No separate payment will be made.**

Sherwood Surveying provided topographical surveying services for the design portion of this project. Information to the Contractor for construction staking may be available from Sherwood Surveying.

Mr. David L. Ellis, R.P.L.S.  
Sherwood Surveying  
6477 FM 311  
Spring Branch, TX 78070  
Phone: 830-228-5446  
Fax: 830-885-2170

B.40. BID PROPOSALS

Bidders are requested to submit bids on all bid items as listed in the Proposal, so that an adequate evaluation of the total project can be made.

The Owner reserves the right to reject any or all bids, or to accept the bid or combination of bids that they deem most advantageous to the public interest. Generally, contracts will be awarded on the basis of the lowest and best bid for each proposal.

Bidders must submit their bids based on the design as set forth in the plans and specifications. Any bids submitted on the basis of unspecified alternate designs will be immediately rejected and returned to the bidder.

The prices bid in the Proposal shall be full compensation for furnishing all material, labor, equipment, and performing all operations required to complete the project ready for use. All materials, labor, equipment, and work required to complete the project ready for use, must be included in the price bid for the various items provided in the Proposal and no other compensation will be allowed.

Prices in the proposal shall be stated in both script and numerals.

B.41. CONTRACT DRAWINGS AND SPECIFICATIONS:

All items shown on the drawings or included in the specifications shall be furnished, installed, and connected with accessories and appurtenances as shown or indicated on the plans and in the specifications.

Any work or item called for on the drawings and not particularly mentioned in the specifications, or work and items described in the specifications and not shown on the drawings is to be regarded as included under the contract the same as if set forth in the specifications and exhibited on the drawings.

B.42. SETTLEMENT OF INSURANCE CLAIMS

Losses insured under policies that include Owner/Engineer as a named insured shall be adjusted with Owner/Engineer and made payable to Owner/Engineer as trustee for the insureds, as their interests may appear.

Owner/Engineer and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance, except such rights as they may have to insurance proceeds held by owner as trustee. Contractor shall require similar waivers by Subcontractors as provided in General Conditions.

B.43. SPECIFICATIONS

The Specifications which govern materials and equipment to be furnished and the work to be performed under this contract are listed in the Table of Contents at the beginning of this volume.

B.44. PAYMENT

Contractor can make monthly payment requests with retainage withheld until the project is accepted. Retainage shall be five (5%) percent.

B.45. EXCAVATION, TRENCHING, AND SHORING

All excavation, trenching, and shoring shall conform to the U.S. Department of Labor, Occupational Safety, and Health Administration Guidelines (Subpart P - Excavation, Trenching, and Shoring). The Contractor will be required to submit an excavation, trenching, and shoring plan to the Engineer for approval prior to construction. See Section ETS of these specifications.

B.46. BUY AMERICAN

In accordance with the Buy American provision in Public Law 95-117 (section 215 of Public Law 92-500 as amended) the Contractor agrees that preference will be given to domestic material, by the contractor, subcontractors, materialmen, and suppliers and Owner in the performance of this contract.

B.47. WAGE SCALE

All employees of the Contractor on this project shall be paid, at least, the amount shown in the wage decision attached herein.



B.48. BACKFILL AND PAVEMENT REPAIR

Separate payment **WILL NOT** be made for repair of gravel surfaces crossed or damaged by the Contractor's work. However, separate payment **WILL** be made for asphaltic (or concrete) pavement repair as bid in the proposal and shown on the plans.

B.49. NO SEPARATE PAYMENT

Several notes on the plans indicate work to be performed with "No Separate Payment". Contractor shall include the cost of this work in other bid items provided.

B.50. SPOIL DISPOSAL

The Contractor's bid shall include spoil disposal (offsite) in accordance with applicable TCEQ regulations.

B.51. INGRESS/EGRESS

Ingress/Egress to the construction area by the Contractor shall be done only on the construction easements shown on the plans or as approved by the Engineer, no exceptions. No separate payment will be provided for these services.

B.52. MATERIALS FOR SANITARY SEWER LINE CONSTRUCTION

The gravity sewer pipe shall meet the requirements of ASTM 3034 SDR 26 for 15" diameter and smaller pipe and F-679 Type T-1 cell class 12454B for 18" diameter pipe, (minimum pipe stiffness 115) as described in SECTION S-SANITARY SEWER CONSTRUCTION of these specifications, unless otherwise noted on plans.

B.53. MATERIALS FOR WATER MAIN CONSTRUCTION

Pipe for PVC water main construction, unless otherwise shown on the plans, shall be polyvinyl chloride pipe, meeting the requirements of AWWA C-900. Pipe shall be blue in color (other colors not acceptable). Pipe joints shall be rubber ring type gasket in an integrated thickened bell. All other fittings 12" and smaller shall be short body ductile iron.

All pipe, fittings, and valves shall be new. All water pipe shall be approved by the Underwriters laboratories for fire protection, approved by the National Sanitation Foundation and installed according to manufacturer's specifications and SECTION W - WATER MAIN CONSTRUCTION of these specifications.

All fittings and valves for WATER MAIN CONSTRUCTION shall be mechanical joint or as specified on the plans.

B.54. COOPERATION AND COORDINATION WITH PUBLIC

The Contractor shall conduct his work so as to cause the least amount of disruption to the public. Closing of any streets or lanes of traffic will be coordinated with City staff. All citizens along each street will be notified by the Contractor in advance of construction activities.

B.55. VIDEO OF CONSTRUCTION AREA

The Contractor shall provide the City with a video (DVD) showing the construction area in detail prior to construction, to include audio to describe locations.

B.56. MANHOLES

Manholes will be measured and paid for at the unit price bid per each, without regard to the number of connections, amount of concrete, total excavation and backfill, etc., necessary for each individual site. All manholes will not require the same amount of materials or labor, but the unit price bid per each will be the same. Manhole rings and covers shall be H-20 load rated and conform to ASHTO M-306.

B.57. SEWAGE HAULING AND BYPASS PUMPING

The Contractor's bid cost shall include all sewage hauling and sewage bypass pumping required for the complete installation of the project. The Contractor's requirements shall include, but not necessarily be limited to, the following:

1. Sewage hauling must be utilized during times when the existing sewer mains or proposed sewer main cannot be used to convey the sewage from the system.
2. Bypass pumping may be required for the sewer projects to pump around the existing manholes or during construction.
3. The hauled sewage shall be deposited into existing manholes approved by the City at a rate that will not surcharge the manhole or downstream manholes.
4. The sewage hauling and bypass pumping systems shall include all facilities, pumps, piping, trucks, equipment, labor, etc. to convey all anticipated flows from the sewage collection system. Sewage overflows or spills are not acceptable. Excessive odors (as determined by Engineer) from the collection system, from stagnant sewage due to the lack of pumping or hauling are not acceptable. The sewage levels in the existing collection system shall be maintained at an acceptable level so the sewage does not back up or affect the businesses that supply the collection system
5. The City of Seguin shall be notified a minimum of seven (7) days before any bypass pumping or sewage hauling is initiated.
6. The bypass pumping or sewage hauling operating period shall be kept to an absolute minimum. Prior to bypass pumping or sewage hauling initiation, the Contractor

shall have all necessary labor, equipment, materials, piping, fittings, machinery, etc. in place at the site for the sewer main pipe work.

7. The Contractor shall be responsible for installing all temporary facilities, operation and maintenance of all facilities which may include 24-hour operation, and removal of all facilities at the end of the sewage hauling or bypass pumping operation. Facilities shall include labor, equipment, materials, pumps, piping, temporary electrical connections, level control devices, fuel, etc. as required for a complete system.
8. The Contractor shall discuss with the City the proposed sewage hauling or bypass pumping operation and shall not commence until the City is satisfied with the proposed operation.

B.58. WATER MAIN – RESTRAINED JOINTS

All fittings for the proposed water main projects shall include meg-a-lug restrained joints. This shall include valves and fire hydrants.

B.59. WATER LINE DISINFECTION

The Contractor's unit price bid costs shall include the services of a certified laboratory to perform the "Bac-T" tests for the newly installed water mains/services. The sample shall be acquired by a direct employee of the lab. Samples acquired by the Contractor will not be acceptable. Sampling and testing shall meet all requirements of TCEQ. The City inspector will be notified of when the sample will be acquired. The Contractor shall submit the name of the laboratory to the Engineer for approval. There will be no separate pay for these services.

B.60. ABANDONMENT OF EXISTING WATER LINES

This project will parallel several existing water lines. It will be the Contractor's responsibility to take these existing water lines out of service, whether or not the lines to be abandoned are indicated on the plans. The Contractor shall plug the existing lines to be abandoned with an approved fitting. This work shall be deemed incidental to the project. No separate payment will be made.

B.61. EXCAVATION

Excavation as such in this contract is not a separate pay item. No classification of excavation material will be made.

B.62. SCHEDULE

The Contractor shall submit to the Engineer and Owner a construction schedule on the first day of each month for the duration of the project. Schedule shall include but not be limited to remaining activities, anticipated start/finish time, etc.

B.63. PUMPING, BAILING AND DRAINING

The Contractor shall immediately remove all surface or seepage water from sewers, drains, ditches, and other sources which may accumulate during the excavation and construction work by providing the necessary underdrains or otherwise and by doing the necessary pumping, bailing or draining. The Contractor shall have available at all times sufficient equipment in proper working order for doing the work herein required. All water removed from excavations shall be disposed of in an approved manner so as to not create unsanitary conditions nor to interfere unduly with the use of streets, private driveways, or entrances. Pumping, bailing, draining, underdrains, ditches, etc., shall be considered as incidental work and will not be paid for as separate items, but their cost shall be included in the contract prices bid in the Proposal for the various units of excavation measure.

B.64. GEOTECHNICAL DATA

There is no Geotechnical Report for this project. Each Contractor shall make his own interpretation of the character and condition of the materials which will be encountered. Each The Contractor may, at his own expense, make surveys and investigations as he may deem necessary to determine conditions which will affect performance of the Work.

B.65 TIME ALLOWED FOR COMPLETION

The time allotted for the completion of all items of work shall be **75 calendar days**. The Work Order shall consist of a written request by the Engineer for the Contractor to proceed with the construction of the project.

Under a Calendar Day Contract, Contractor may also be granted an extension of time because of unusual inclement weather which is beyond the normal weather recorded and expected for Seguin, Texas. Normal rainfall compiled by the State climatologist, based on U.S. Weather Bureau Records for Seguin, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed as follows are the mean number of days in which there occurred 0.10 inch or more of precipitation:

January.....	4 days
February.....	3 days
March.....	4 days
April.....	3 days
May.....	5 days
June.....	5 days
July.....	3 days
August.....	3 days

September.....	4 days
October.....	5 days
November.....	3 days
December.....	3 days

Rain days per month in amounts exceeding the number of days shown above may be credited as a Rain Day if a Claim is made in accordance with the general conditions and meets the following definition: a "Rain Day" is any day in which a rain event occurs at the site and is sufficient to prevent Contractor from performing units of Work critical to maintaining the project schedule.

**B.66. BARRICADES AND DANGER SIGNALS**

Where the work is carried on, in or adjacent to any street, alley, or public place, the Contractor shall, at his own cost and expense, furnish and erect barricades and/or fences, lights and/or danger signals, and take any other steps necessary, for the protection of persons or property. Barricades shall be painted with a reflectorized paint or scotchlite tape. From sunset to sunrise, the Contractor shall furnish and maintain lights at each barricade. Barricades shall be erected to endeavor to keep vehicles from being driven on or into any work under construction.

The Contractor will be held responsible for all damage to the work due to the failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project has been accepted by the Engineer.

The Contractor shall meet all applicable local, state, and federal regulations for barricades and danger signals.

**B.67. SAFETY**

Contractor shall place the highest priority on health and safety, and shall maintain a safe working environment during performance of the Work. The site shall be considered to be drug and alcohol free and such policy will be strictly enforced. All employees shall adhere to these policies while on site. Contractor shall comply, and shall secure compliance by its employees, agents, and lower-tier Contractor's, with all applicable health, safety, and security laws and regulations including, without limitation, federal, state and local laws and regulations, any health and safety plans issued by the Engineer as well as all policies and regulations of the Owner. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor will be performing Work on the Owner's property.

At all times, the Contractor shall provide an on-site construction supervisor. The Contractor's construction supervisor shall hold and document safety meetings.

Contractor agrees to furnish protective devices and clothing as required by applicable laws, regulations, health and safety plans and Owner rules and regulations, and to ensure that such devices or clothing are properly used by its employees, agents, lower-tier Contractors and other invitees of Contractor at the jobsite. Safety protection is required at all times while working onsite including a hardhat and a high visibility, tear-off reflective vest.

B.68. PROJECT MAINTENANCE

The Contractor shall maintain and keep in good repair the improvements covered by these plans and specifications during the life of his contract. Existing improvements shall at all times be protected by the Contractor during the construction of the work as specified herein. All such improvements shall be left in a condition equal to that prior to start of construction.

B.69. PROPERTY LINES AND MONUMENTS

The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed, shall be reset at the expense of the Contractor.

B.70. OFF-SITE STORAGE

Off-site storage for any materials and equipment not incorporated into the Work but included in the Applications for Payment shall not be allowed.

B.71. NOTICES TO OWNERS AND AUTHORITIES

Utilities and other concerned agencies shall be notified at least 48 hours prior to excavating near underground utilities or pole lines or in accordance with the utilities', Texas Digger's Hotline (811), and concerned agencies' regulations.

B.72. CONNECTIONS TO EXISTING FACILITIES

Unless otherwise specified or indicated, the Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone and electric. The Contractor shall give the Owner or owning utility written notice seven (7) days in advance of making all connections. In each case, the Contractor shall receive written permission from the Owner or the owning utility prior to undertaking connections. The Contractor shall protect facilities against deleterious substances and damage.

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

B.73. CONNECTIONS TO EXISTING PIPELINES

All connections to existing piping shall be made using joints and/or fittings suitable for the conditions encountered. The Contractor shall field-verify the location, pipe material, and connection requirements of all existing pipe before ordering any new piping to be installed under this contract.

B.74. UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable conditions, the Contractor shall confine its operations to work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a proper and satisfactory manner. Contractor shall ensure all roadways are able to be traversed by vehicular traffic during such times.

B.75. DEWATERING

The Contractor shall at his own expense remove any water that may be encountered during the course of the work, by pumping, well pointing, or other approved methods. The water shall be stored in a storage tank provided by the Contractor and disposed of in accordance with all applicable State rules and regulations. Newly placed concrete or grout shall be adequately protected from possible injury resulting from groundwater or from handling and disposal of water.

All surface drainage or natural waterways shall be controlled by dikes or ditches without damage to adjacent property or structures and without interference with the right of either public or private owner's.

No separate payment will be made for dewatering.

B.76. EXISTING STRUCTURES/EQUIPMENT

Exact dimensions of existing structures, buildings, equipment roads, utility locations, etc. shown on the plans have not been field verified by the Engineer. Prior to submittal preparation by the Contractor, or construction activities as applicable, all dimensions of these existing items shall be verified by the Contractor in the field. It shall be the Contractor's responsibility, to field verify all field dimensions.